CITY OF ATWATER
APPLICATION FOR ENCROACHMENT PERMIT

No. _____
For City use

To the ENGINEERING DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF ATWATER
750 BELLEVUE ROAD
ATWATER, CA., 95301
PH. (209) 357-6338 or 357-6347

Date _____

The undersigned herby applies for permission to excavate, construct and/or otherwise encroach on City right of way by performing the following work:

Applicant will describe here fully what he whishes to do using reverse side or extra sheets if necessary.

SPACE FOR SKETCH, SUBMIT DETAILED PLANS IF AVAILABLE

on the following City Street

Applicant will state here accurately the location of the work, which he desires to do giving the City street name and location, and agrees to do the work in accordance with your rules and regulations and subject to your Inspection and approval.

APPLICANT

Print or type name

Business Phone and fax

Address

City State Zip

Emergency Contact Phone

Signature

CONTRACTOR/APPLICANT

Print or type name

Business Phone and fax

Address

City State Zip

Contractor's Lic. No. Class City Bus. Lic. No.

Emergency Contact Name Phone

Signature

NOTE: This form must be filled in completely.

ADDITIONAL APPLICATION PROVISIONS

INSURANCE REQUIREMENTS. Before beginning any work under this Encroachment Permit, pursuant to Section 2.42.030 of the City's Municipal Code, Applicant, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work requiring this Permit by the Applicant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Applicant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Verification of the required insurance shall be submitted and made part of this Application for Encroachment Permit prior to execution. Applicant shall maintain all required insurance listed herein for as long as the encroachment continues under this Permit.

A **Workers' Compensation.** Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Applicant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed requiring this Encroachment Permit.

B. **Commercial General and Automobile Liability Insurance.**

1. **General requirements.** Applicant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for as long as this Encroachment Permit is used in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence, combined single limit coverage for risks associated with the work requiring this Permit. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work requiring this Permit or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities requiring this Permit, including the use of owned and non-owned automobiles.

2. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

3. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

   a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Applicant; or automobiles owned, leased, hired, or borrowed by the Applicant.

c. For any claims related to the work requiring this Permit, the Applicant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Applicant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

C. All Policies Requirements.

1. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

2. **Verification of coverage.** Prior to beginning any work requiring this Encroachment Permit, Applicant shall furnish City with complete copies of all policies delivered to Applicant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Applicant beginning work, it shall not waive the Applicant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

3. **Deductibles and Self-Insured Retentions.** Applicant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the work requiring this Permit. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Applicant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. **Subcontractors.** Applicant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION.

Applicant shall, to the fullest extent allowed by law, with respect to all performance requiring this Encroachment Permit, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Applicant, ("Claims"). Applicant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.